

## **EXHIBIT A**



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March 15, 2011

**via e-mail (ndeenis@stradley.com)**

Nicholas Deenis, Esquire  
Stradley Ronon Stevens & Young, LLP  
2600 One Commerce Square  
Philadelphia, PA 19103

**Re: New Century Bank d/b/a Customers Bank v. Open Solutions Inc.  
Civil Action No. 2:10-cv-06537-HB (E.D. Pa.) (Judge Bartle)**

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Dear Mr. Deenis:

I write to address the judgment (Docket No. 55, the “**Judgment**”) entered by the Court on March 7, 2011, along with several other issues related to the former USA Bank and former ISN Bank, respectively.

*First*, as provided for in the Judgment, the Court ordered Customers Bank to pay Open Solutions the amount of \$103,973.89. See Judgment, ¶ 4. Please let me know by close of business tomorrow when Open Solutions can expect payment of this amount. Should Customers Bank fail to pay this amount in a prompt manner, Open Solutions expressly reserves all of its rights and remedies including, but not limited to, those provided for by Federal Rule of Civil Procedure 62 and 28 U.S.C. § 1961.

*Second*, in the Judgment, the Court stated that “**Customers Bank has assumed and is bound** by the contract between USA Bank and Open Solutions Inc.’s predecessor in interest, BISYS, dated August 31, 2005 **and** by the contract between USA Bank and defendant Open Solutions Inc. dated December 31, 2008.” See Judgment, ¶ 5 (emphasis added). As such, Customers Bank is obligated for, among other items, all payments which are due and will become due under both the 2005 Services Agreement (the “**2005 Agreement**”) and the 2008 Data Processing Services Agreement (the “**2008 Agreement**”). See e.g., 2005 Agreement, ¶¶ 3.A. and 16.B.; 2008

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Agreement, ¶¶ III.A. and XV.C. Customers Bank's contractual obligations also include the Additional Services Addendum to the 2005 Agreement, dated June 8, 2005. Open Solutions stands ready, willing, and able to continue to perform under both the 2005 and 2008 Agreements. Accordingly, please let me know promptly how Customers Bank intends to proceed and, specifically, when Customers Bank intends to migrate to the DNA platform as the 2008 Agreement requires, as Open Solutions is prepared to accommodate. See 2008 Agreement, ¶¶ IV.A and B.

*Third*, following the same logic as the Court's findings supporting the Judgment, with respect to ISN Bank, Customers Bank assumed the Data Processing Services Agreement between Open Solutions and ISN Bank, effective November 21, 2005 (the "**ISN Bank Agreement**"). Open Solutions continues to perform and satisfy all of its contractual obligations under the ISN Bank Agreement. On February 24, 2011, during the trial in Civil Action No. 2:10-cv-06537, representatives of Customers Bank and Mr. Kevin Runyon (United Computer) testified that, with respect to the ISN Bank Agreement, Customers Bank completed a manual deconversion. In this regard, please let me know promptly how Customers Bank intends to proceed under the ISN Bank Agreement, including, but not limited to, payment of the outstanding invoices.

*Fourth*, in light of ISN Bank's manual deconversion, the same testimony by representatives of Customers Bank and Mr. Kevin Runyon evidences that Customers Bank violated its obligations of confidentiality under the ISN Bank Agreement. These obligations prohibit the disclosure of any "OSI Products or any processes, proprietary data, information or documentation related thereto, including without limitation, the Agreement, all non-public know-how, inventions, techniques, processes, algorithms, software programs, schematics, designs, contracts, customer lists, financial information, and product claims (collectively, "Confidential Information") in any form, to any person other than employees, bank auditors, regulators and legal counsel of Client with a need to know Confidential Information." See ISN Bank Agreement, ¶¶ X.F and VI.C.

Further, the Information Processing System Agreement (the "**1999 Agreement**") between Open Solutions and New Century Bank (Customers Bank), effective January 28, 1999, also obligates Customers Bank to adhere to certain confidentiality restrictions. See e.g., 1999 Agreement, ¶ 16. Confidentiality; 1999 Agreement, End User Software License (Attachment #2), ¶ 1.1. In this regard, by close of business on Friday, March 18, 2011, please provide me with a written description of whether you do, and or have in the past, provided any third parties with access to any of Open Solutions' confidential information such as its software and documentation. This request includes confirmation that any third party may have used unlawful versions of any of Open Solutions' software in ISN Bank and/or Customers Bank. Your written description should include the identities of any third parties, as well as the nature and scope of any work they



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performed for ISN Bank and/or Customers Bank. Open Solutions expressly reserves all of its rights, claims and remedies to pursue Customers Bank for its contractual violations of the ISN Bank Agreement and/or the 1999 Agreement.

*Finally*, as provided for in the 1999 Agreement, Customers Bank is now obligated to pay a Higher Level License Fee. Paragraph 7.3 of the 1999 Agreement provides that “[i]f Licensee or any entity in the Licensee Group, or any of them, merges, adds affiliates or otherwise increases beyond the aggregate asset size or number of actual accounts (active and inactive) for which Licensee has already paid a License Fee or an Higher Level License Fee under this Agreement, **Licensee agrees to pay an additional Higher Level License Fee** as provided for in its Initial Product Order (Attachment #1).” See 1999 Agreement, ¶ 7.3 (emphasis added). In the Initial Product Order (Attachment #1), the License Fee Schedule specifies the amount of the Higher Level License Fee owed by Customers Bank due to increases in asset size and/or number of accounts. On or before March 18, 2011, Open Solutions will deliver to Customers Bank an invoice for the additional Higher Level License Fee. Please be advised that Open Solutions expects prompt payment of this invoice, and expressly reserves all rights and remedies should Customers Bank fail to make all payments due.

This letter is without waiver of any position, right, claim, and/or remedy available to Open Solutions in law or equity, all of which are expressly reserved.

Very truly yours,

Scott L. Vernick

SLV:dsk

cc: Ronald J. Shaffer, Esq. (via e-mail, [rshaffer@foxrothschild.com](mailto:rshaffer@foxrothschild.com))